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**IN THE UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

In Re:	§	Case No. 14-11692
	§	
Natalie Denise Hardy,	§	
	§	
Debtors	§	
	§	
	§	
Carrington Mortgage Services, LLC,	§	Chapter 7
	§	
Movant	§	
	§	
vs.	§	
	§	
Natalie Denise Hardy, Debtor, and	§	
Ron Satija, Trustee,	§	
	§	
Respondents	§	
	§	

**MOTION FOR RELIEF FROM AUTOMATIC STAY**

*Local Rule 4001(2) Notice*

**This pleading requests relief that may be adverse to your interests.**

**If no timely response is filed within 14 days from the date of service, the relief requested herein may be granted without a hearing being held.**

**A timely filed response is necessary for a hearing to be held.**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

COMES NOW, Carrington Mortgage Services, LLC (“Movant”), a secured creditor and party in interest to the above-styled proceeding, and files this, its Motion for Relief from Automatic Stay. In support of its Motion, Movant would respectfully show the Court as follows:

### **I. JURISDICTION**

1. This Court has jurisdiction of this matter pursuant to 28 U.S.C. § 1334 and 11 U.S.C. §§ 105 and 362.
2. This is a core proceeding under 28 U.S.C. § 157(b)(2)(G).

### **II. FACTS**

3. On November 11, 2014, Natalie Denise Hardy (hereinafter referred to as “Debtor”) filed a Voluntary Petition for Relief under Chapter 7 of the Bankruptcy Code, thereby initiating the above-styled bankruptcy proceeding. Ron Satija is the duly appointed and acting Trustee.

4. On November 29, 2007, Natalie Denise Hardy executed a promissory note in the original principal amount of \$144,459.00, payable to First Horizon Home Loans, A Division of First Tennessee Bank N.A., (the “Note”). Movant is now the legal owner and holder of the Note. A true and correct copy of the Note is attached hereto as Exhibit A.

5. Concurrently with the execution of the Note, Natalie Denise Hardy executed a Deed of Trust granting a security interest to Mortgage Electronic Registration Systems, Inc., as nominee for First Horizon Home Loans, A Division of First Tennessee Bank N.A. (the “Deed of Trust”) in that certain property commonly known as 437 Summer Hill Circle Stockbridge, Georgia 30281 (the “Property”). The Property is further described in the legal description attached hereto and incorporated herein as Exhibit B. The Deed of Trust was duly recorded in the Henry County Property Records. A true and correct copy of the Deed of Trust is attached hereto as Exhibit C.

6. Carrington Mortgage Services, LLC services the loan on the Property referenced in this

Motion. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant. Movant, directly or through an agent, has possession of the promissory note. Movant will enforce the promissory note as transferee in possession. Movant is the beneficiary or the assignee of the Deed of Trust. A true and correct copy of the Assignment is attached hereto as Exhibit D.

7. Debtor is the current owner of record of the Property.
8. Debtor is in default on the obligation to Movant in that Debtor has failed to make monthly installment payments when due and owing pursuant to the terms of the Note and Deed of Trust.
9. As of May 4, 2016, the status of the indebtedness is as follows:
  - a. Debtor is due for the payment from January 2014 through August 2015. The monthly payments are \$1,123.22 each, and the total amount of the missed payments is \$22,464.40.
  - b. Debtor is due for the payment from September 2015 through February 2016. The monthly payments are \$1,149.53 each, and the total amount of the missed payments is \$6,897.18.
  - c. Debtor is due for the payment from March 2016 through May 2016. The monthly payments are \$1,171.57 each, and the total amount of the missed payments is \$3,514.71.
  - d. The total monthly payments due \$32,876.29
  - e. The unpaid principal balance at the time of filing is \$132,559.01.
  - f. Additional fees in the amount of \$1,969.10, including Movant's Attorney's fees of \$750.00 and \$176.00 costs have been incurred.
10. In the Debtor's schedule A/D attached to the Ch. 7 Petition, Debtor values the Property at \$98,937.00. A true and correct copy of Debtor's schedule A/D is attached hereto as Exhibit E.

### **III. RELIEF FROM STAY**

11. Movant requests that the Honorable Court terminate the automatic stay pursuant to the provisions of Bankruptcy Code § 362(d)(1) and (2) to allow Movant to exercise all of its rights and remedies

against the Debtor under state law, including foreclosing its lien on the Property. Good cause exists for lifting the automatic stay because the Debtor has no equity in the Property.

12. In the alternative, Movant alleges that cause exists for the lifting of the stay in that Debtor has not offered Movant adequate protection for its interest in the Property.

13. It was necessary for Movant to retain the law firm of Shelton, Harrison & Pinson, PLLC to file this Motion. Pursuant to the Note and Deed of Trust, Movant is entitled to reimbursement of reasonable attorney's fees incurred in enforcing its rights as a secured creditor.

14. Movant requests that an Order granting its motion for relief from automatic stay, if such order should be entered, will be effective immediately upon entry, and pursuant to Rule 4001(a)(3) of the Rules of Bankruptcy Procedure, enforcement of such Order will not be stayed until the expiration of 14 days after entry of the Order.

15. Movant request that all communications sent by Secured Creditor in connection with proceeding against the property including, but not limited to, notices required by state law and communications to offer and provide information with regard to a potential Forbearance Agreement, Loan Modification, Refinance Agreement, Loss Mitigation Agreement, or other Loan Workout, may be sent directly to Debtors.

WHEREFORE, PREMISES CONSIDERED, Movant prays that the Court enter an Order granting relief from the automatic stay to allow Movant to exercise and enforce all its rights and remedies against the Debtor as a secured creditor and perfected lienholder to the Property, including, but not limited to, payment of bankruptcy attorney fees and costs, foreclosure and disposition of the Property, payment of costs, expenses, and reasonable attorney's fees in accordance with the terms of the Note and Deed of Trust, and for such other relief to which Movant may show itself justly entitled, either at law or in equity.

Dated: May 25, 2016

Respectfully Submitted,

Shelton, Harrison & Pinson, PLLC

/s/Josh Harrison

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ATTORNEYS FOR MOVANT

**CERTIFICATE OF SERVICE**

I DO HEREBY CERTIFY that a true and correct copy of the Motion for Relief was served on all parties required by local rule or requesting notice by the Clerk of Court by United States Mail, first class, postage prepaid at the address listed on the attached matrix or via electronic e-mail (ECF) where available on May 25th, 2016.

Shelton, Harrison & Pinson, PLLC

/s/Josh Harrison

Josh Harrison